

EXHIBIT 9

1
2 UNITED STATES DISTRICT COURT
3 SOUTHERN DISTRICT OF NEW YORK

4 -----x

5 EIG ENERGY FUND XIV, L.P.,
6 EIG ENERGY FUND XIV-A, L.P.,

7 et al.

8 Plaintiffs,

9 vs.

10 KEPPEL OFFSHORE & MARINE LTD.,

11 Defendant.

12 18 Civ. 1047 (PGG)

13 -----x

14 C O N F I D E N T I A L

15
16 VIDEOTAPED DEPOSITION OF JEFFREY CHOW

17 Thursday, June 24, 2021

18 Conducted Remotely

19
20
21
22
23 REPORTED BY:

24 Christina Diaz, CRC, CRR, RMR, CSR, CLR

25 Job Number: 4626891

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2 is your plea to the charge contained in
3 information 17-cr-466, guilty or not
4 guilty?"

5 And you answered, "Guilty, Your
6 Honor."

7 Do you see that?

8 A. Yes.

9 Q. And then if you look down on line
10 19, the court said, "I read the charge to
11 you a few minutes ago. I want you to tell
12 me in your own words what exactly you did
13 in connection with the conspiracy that's
14 charged in the information."

15 Do you see that?

16 A. Yes.

17 Q. And then starting at lines 23 on
18 page 26 and going over to page 28, line 2,
19 you made a statement that day.

20 Do you see that?

21 A. Yes.

22 Q. And could you read into the
23 record your statement starting at page 26,
24 line 23, and going over to page 28, line 2.

25 A. "I worked in the legal department

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2 at Keppel Offshore Marine for over 25
3 years, and among my duties and
4 responsibilities were to draft and prepare
5 contracts with the company's agents and one
6 of those was an agent in Brazil.

7 "By no later than 2008, I
8 realized that Keppel was overpaying the
9 agent, sometimes by millions of dollars, so
10 that the agent could pay bribes to
11 individuals who could help Keppel Offshore
12 Marine doing business with Petrobras.

13 "Petrobras was a Brazilian
14 state-owned and controlled oil company.
15 Although no one ever named the bribe
16 recipients to me, I knew that they were
17 government officials and ruling political
18 party.

19 "I should have refused to draft
20 the contract that were used for paying
21 bribes and I should have resigned from
22 Keppel. Instead I discussed the economic
23 terms of the contract with my seniors at
24 Keppel, and acting in agreement with my
25 seniors and others at Keppel, I drafted the

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2 contract and made sure that they were
3 executed.

4 "In at least one case it was in
5 the US that I sent the executed copies of
6 the contract from Houston, Texas to the
7 agent to confirm that my seniors at Keppel
8 had signed the contract.

9 "While I didn't negotiate the
10 contracts or make the decisions to pay the
11 bribes, I knew that the contracts existed
12 to make payments legitimate and that they
13 were an important part of the bribery
14 scheme.

15 "I am deeply sorry for my
16 conduct."

17 Q. That statement was true at the
18 time you made it, right, sir?

19 A. Yes.

20 Q. Now I would like to ask you a few
21 questions about that statement.

22 On page -- the top of page 27,
23 you refer to an agent in Brazil.

24 Was that Mr. Zwi Skornicki?

25 A. Yes, it is.

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2 Q. And then you say, "By no later
3 than 2008, I realized that Keppel was
4 overpaying the agent, sometimes by millions
5 of dollars so that the agent could pay
6 bribes to individuals who could help Keppel
7 Offshore Marine doing business with
8 Petrobras."

9 How did you realize that Keppel
10 was overpaying the agent, sometimes by
11 millions of dollars, so the agent could pay
12 bribes to individuals who could help Keppel
13 Offshore Marine doing business with
14 Petrobras?

15 A. It was a mix of things that
16 culminated by that time to lead me to
17 believe that bribes were being paid. The
18 amount of money that was involved in these
19 contracts was very high. Although some may
20 argue that a 2 percent fee for these type
21 of agreements is normal, when you are
22 talking about project values exceeding a
23 few hundred million dollars, that 2 percent
24 becomes a very sizeable amount of money.

25 The amount of work that goes in

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2 Mr. Tong and YY?

3 A. Either one or the other or both.
4 I really don't remember.

5 Q. You say "made the suggestion to
6 have one of us go to explain the
7 situation."

8 What did that mean?

9 A. I don't remember the substance of
10 this, other than what I am reading now.

11 Q. And then it goes on to say,
12 "However, the problem is that we will not
13 be brought to all involved to explain."

14 What does that mean?

15 A. Again, I don't know.

16 Q. And it says, "As such, need to
17 execute the standard commission agreement
18 with Eagle do Brasil with the 1.5 percent
19 as a copy of this will be showed up the
20 line to convey that this is all. Nothing
21 more. We have signed before for other jobs
22 and have seen other agreements with Eagle
23 for even larger amounts."

24 Do you see that?

25 A. Yes.

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2 Q. And this standard commission
3 agreement would be an agreement between
4 Keppel Offshore Marine or a subsidiary or
5 an affiliate and with Eagle do Brasil which
6 was Mr. Skornicki's company, right?

7 A. I am sorry. The question was?

8 Q. The standard commission agreement
9 that's referred to in this document which
10 is Plaintiffs' Exhibit 12, refers to a
11 commission agreement that would be executed
12 between Keppel and Mr. Skornicki's company,
13 Eagle do Brasil, right?

14 A. I am only speculating at the
15 time. The standard commission agreement
16 uses the standard format that we would be
17 using to sign with Eagle do Brasil or with
18 any companies.

19 Q. And the 1.5 percent referred to
20 the commission with Eagle do Brasil, right?

21 A. 1.5 percent would be what should
22 be in the commission agreement.

23 Q. And then you say "as a copy of
24 this will be showed up the line."

25 What does that mean, showed up

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2 the line?

3 A. As I said, I don't remember this
4 so I don't know what I really meant by
5 that.

6 Q. And it says, "We have signed
7 before for other jobs and have seen
8 agreements with Eagle for even larger
9 amounts."

10 Does that refer to larger
11 commission percentages?

12 A. I am not remembering specifically
13 what this is. We have signed with these
14 companies for 2 percent. So that's larger
15 than the 1 1/2 percent. But what I was
16 referring to on this particular e-mail, I
17 couldn't tell you for certain.

18 Q. And you say "would prefer not to
19 but the commission agreement may be the
20 only thing that will satisfy people."

21 So are you saying here that you
22 prefer not to have Keppel sign a commission
23 agreement with Mr. Skornicki's company?

24 A. Again, I don't remember, but it's
25 not for me to say whether it's to sign or

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2 not with TB's company.

3 Q. You say "other than reverting to
4 original plan where proof would not be
5 required then."

6 What was the original plan?

7 A. I don't remember.

8 Q. Do you recall discussing a plan
9 whereby Mr. Skornicki would be paid
10 commissions but there would be no
11 commission agreement?

12 A. I don't remember the details of
13 this, but I wouldn't be suggesting that
14 there would be payment. Because payment
15 wouldn't be able to go through the company
16 without a contract or agreement that
17 supports it. There needs to be some
18 documentation.

19 Q. Why would there need to be some
20 documentation?

21 A. To make payments. In order to
22 make payment out of the company, you need
23 to have all the required documents there to
24 -- for the accounting people to sign off
25 and say, okay, payment is being made. The

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2 contract that supports it, the invoice, the
3 bank details. You just can't move money
4 out of the company without a contract to
5 support why you are moving money.

6 Q. I would like you to look back at
7 -- I will tell you what exhibit it is --
8 Plaintiffs' Exhibit 3, if you would.

9 A. I have it.

10 Q. All right. I would like to go to
11 page A-15 starting at paragraph 73.

12 Are you there, sir?

13 A. Not yet. Page A-15?

14 Q. A-15, paragraph 73?

15 A. Yes, I have it now.

16 Q. All right. And do you see there,
17 this is the statement of facts that was
18 part of the Keppel Offshore Marine deferred
19 prosecution agreement and in paragraph 73
20 and 74 they are talking about a check that
21 you sent in September 2011 that I showed
22 you as Plaintiffs' Exhibit 11 and this
23 e-mail that we just spent time on was
24 referred to in paragraph 74 there dated
25 September 19, 2011. Take your time and

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2 read those two paragraphs.

3 A. (Witness reviewing document).

4 Yes.

5 Q. Now, seeing those paragraphs in
6 this deferred prosecution agreement, is
7 there any doubt in your mind that what I
8 showed you in this deposition as
9 Plaintiffs' Exhibit 11 and 12 relate to
10 drafting a commission agreement with
11 Mr. Skornicki for the purposes of paying
12 bribes relating to the Sete project?

13 MS. SKAISTIS: Objection.

14 MR. MEISTER: Can you just state
15 that question.

16 MR. GOLDMAN: Could we have the
17 court reporter read it back.

18 (Question read)

19 A. From reading the paragraphs and
20 the earlier documents that you had
21 questioned me about, it refers to a
22 commission agreement with Mr. Skornicki,
23 that we were looking to have someone
24 prepare it and okay it.

25 That's only from reading what you

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2 Q. And it appears to be a draft of a
3 marketing consulting and services agreement
4 between Fernvale and Eagle do Brasil.

5 Do you see that?

6 A. Yes.

7 Q. And Eagle do Brasil was
8 Mr. Skornicki's company, right?

9 A. Yes.

10 Q. Then if you look at page KEPPEL
11 435132, section 9.0, Business Ethics, do
12 you see that, sir?

13 A. Yes. I have it now.

14 Q. And this section -- and you can
15 tell me if I am wrong, this draft provides
16 that Mr. Skornicki is going to comply with
17 anticorruption laws and not pay bribes and
18 kickbacks to, among others, including
19 Petrobras, right?

20 A. Correct.

21 Q. Why was this in this agreement?

22 A. We would update our format from
23 time to time and inclusion of these
24 provisions was recommended to me by some
25 friends or business acquaintances. So we

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2 incorporated different things from time to
3 time, and for this one, it's a clause that
4 other companies have used and in particular
5 Zwi had signed with another company having
6 similar provisions.

7 Q. But you knew, sir, that he was
8 not going to be able to comply with what
9 was set forth in section 9.0, right?

10 A. Well, it was up to him to agree
11 or not agree to it and up to him to comply
12 or not comply.

13 Q. I got that, sir. But you knew
14 that Mr. Skornicki was not going to be able
15 to comply with anticorruption laws because
16 he was going to be paying bribes to
17 Petrobras, right?

18 A. I had come to the conclusion that
19 he was.

20 Q. And wasn't the purpose of this
21 section, one of the purposes was to conceal
22 the fact that he would be paying bribes?

23 A. Not to conceal it, no. It was
24 more for protection internally.

25 Q. Well, sir, I mean, one of the

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2 reasons why you executed these types of
3 agreements with Mr. Skornicki in these
4 projects with Petrobras was to conceal the
5 true nature and purpose of the bribe
6 payments, right, sir?

7 A. The intention wasn't to conceal
8 any bribe payments. The intention was to
9 capture in writing the agreement between
10 the company and Mr. Skornicki, that he
11 would be paid a certain commission fee for
12 his assistance under certain contracts.

13 Q. Okay. Sir, well, let's go back
14 to Exhibit 2 then. These are the charges
15 to which you plead guilty.

16 Are you there, sir?

17 A. Yes. Sorry.

18 MS. SKAISTIS: We are just
19 pulling up Exhibit 2.

20 BY MR. GOLDMAN:

21 Q. Paragraph 13, are you there?

22 A. Now I am.

23 Q. And you agreed earlier at this
24 deposition that the statements in paragraph
25 13 were true, right, sir?

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2 A. Correct.

3 Q. And according to paragraph 13,
4 "To facilitate the payment of those bribes
5 and conceal the true nature and purpose of
6 the payments, in accordance with
7 established practices and Rig Construction
8 Company, the defendant, Jeffrey Chow, and
9 other employees at Rig Construction Company
10 created and executed false agreements on
11 behalf of Rig Construction Company with
12 consulting companies controlled in whole or
13 in part by Rig Construction Company Agent."

14 Do you see that?

15 A. Yes.

16 Q. And that was true, right?

17 A. Yes. Yes.

18 Q. And you see the last sentence
19 says, "Certain of these agreements also
20 falsely represented that Rig Construction
21 Company Agent was abiding by antibribery
22 law and was not making improper payments."

23 Do you see that?

24 A. Yes.

25 Q. And that was also true, right,

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2 introduce another exhibit.

3 (Plaintiffs' Exhibit 18, e-mail
4 dated 2/13/12 with attachment bearing
5 Production Nos. KEPPEL 422871 through
6 74 and 879 through 882, was marked for
7 identification)

8 THE WITNESS: 18, I have it.

9 BY MR. GOLDMAN:

10 Q. Okay. So this is a multi-page
11 document with attachments Bates stamped
12 KEPPEL 422871 through 882. Actually, I
13 take that back. It's KEPPEL 422871 through
14 74. There is an attachment that begins at
15 879 and goes through 882.

16 So this is an e-mail to a lot of
17 people dated February 13, 2012 and it's
18 from Serene Lee.

19 Do you know who Serene Lee was?

20 A. No.

21 Q. If you look at the second page
22 with the Bates stamp 422872, the second
23 line, do you see that you were a recipient
24 of this e-mail?

25 MR. MEISTER: We will take your

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2 representation that he is.

3 MR. GOLDMAN: The second line,
4 page 422872.

5 A. Yes. I see my name.

6 BY MR. GOLDMAN:

7 Q. The e-mail says, "Good morning.
8 Please find press clippings attached."

9 Do you recall that around this
10 time period that there would be press
11 clippings sent around to employees of
12 Keppel?

13 A. I don't remember this in
14 particular.

15 Q. I appreciate that but do you
16 remember that you would get periodically
17 press clippings sent around to you?

18 A. As part of the group, I would get
19 press clippings from group corporate
20 communications at various times.

21 Q. Did you ever learn prior to this
22 lawsuit that my client EIG was an investor
23 in Sete?

24 A. I don't remember them being, no.
25 I don't remember being aware of it.

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2 Q. Were you aware at any time who
3 the equity investors were in Sete?

4 A. No. Not specific. There was
5 always information being sent about Sete
6 but I never did take much notice of it.

7 MR. GOLDMAN: I am going to mark
8 another exhibit.

9 (Plaintiffs' Exhibit 19, e-mail
10 string beginning with e-mail dated
11 4/3/12 bearing Production Nos. KEPPEL
12 490240, was marked for identification)

13 BY MR. GOLDMAN:

14 Q. Do you have Plaintiffs' Exhibit
15 19?

16 A. Not yet. I have it now.

17 Q. All right. This is an April 3,
18 2012 e-mail from you to Mr. Skornicki and
19 you forward it to Mr. Sam, Bates stamp
20 KEPPEL 490240 and you wrote on April 3,
21 2012, "Zwi, I am at the airport headed to
22 Singapore to close on the agreements. I am
23 proposing one in Brazil elect the old ones
24 from BrasFELS .5 percent. Others outside
25 from Fernvale. You mentioned that you have

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2 April 9, 2012 cc'ing Tommy Sam.

3 Do you see that?

4 A. Yes.

5 Q. It says, "Need you to advise on
6 company for outside agreement between that
7 company and Fernvale. I have suggested and
8 agreement is reached to have one portion
9 via normal channels to Eagle in Brazil,
10 with balance to be with Fernvale outside."

11 Why were you making this
12 suggestion?

13 MR. MEISTER: Can you point me to
14 where you are in that document again.
15 Sorry about that.

16 MR. GOLDMAN: I will ask the
17 question again.

18 BY MR. GOLDMAN:

19 Q. Look at the page with KEPPEL
20 46493. You wrote to Mr. Skornicki, "Need
21 you to advise a company for outside
22 agreement between that company and
23 Fernvale. I have suggested and agreement
24 is reached to have one portion via normal
25 channels to Eagle in Brazil with balance to

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2 be with Fernvale outside."

3 First of all, what do you mean by
4 that suggestion?

5 A. It's the normal process that I
6 have been familiar dealing with Zwi in the
7 past. He breaks it down into two portions,
8 local currency portion and a US dollar
9 portion outside.

10 Q. When you say outside, what do you
11 mean by that?

12 A. Outside of Brazil.

13 Q. And then the next e-mail above
14 that is from Mr. Sam to Jerald Lee Quan Ti.

15 Who is that?

16 A. I believe he was the CFO in
17 Brazil at the time.

18 Q. Okay. And you were cc'd and
19 Mr. Sam says, "Jerald, Zwi is requesting
20 that part in Brazil be paid in Reals from
21 Fernvale's nonresident account in Brazil.
22 If so, do we have to withhold taxes?
23 Kindly check."

24 Was that a concern that you would
25 have to withhold taxes?

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2 A. It wasn't a concern that I had.
3 I didn't know about the tax issues.

4 Q. And then you wrote above that on
5 April 9th, "So the contract would be
6 between Fernvale and Eagle for both Reals
7 and US dollar portions? I was hoping to
8 lay off .5 percent to BrasFELS, and rest
9 Fernvale (so that Eagle helped BrasFELS get
10 it job, while XYZ company help Fernvale get
11 job)."

12 What did you mean by that?

13 A. Fernvale shouldn't be bearing the
14 full brunt of the 2 percent and that the
15 company that was enjoying the benefit of
16 the contract should be bearing some of it,
17 that being BrasFELS.

18 So the normal procedure before in
19 dealing with these, it was always split up
20 into two portions, a local currency portion
21 and a portion outside with the special
22 project company.

23 Q. And why was it split up in two
24 portions in that manner?

25 A. In the past, Zwi had requested it

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2 created to make the payments seem
3 legitimate.

4 MR. GOLDMAN: All right.

5 BY MR. GOLDMAN:

6 Q. Look at line 23 of page 27, would
7 you, sir.

8 Are you there?

9 A. Yes. Yes.

10 Q. And you read this statement
11 earlier today, but you stated, "While I
12 didn't negotiate the contracts or make the
13 decisions to pay the bribes, I knew that
14 the contracts existed to make the payments
15 legitimate and that they were an important
16 part of the bribery scheme."

17 Do you see that?

18 A. Yes.

19 Q. And this contract which is marked
20 as Plaintiffs' Exhibit 25 is one of the
21 contracts to which you were referring in
22 that testimony when you were making your
23 guilty plea, correct?

24 A. (Witness reviewing document).

25 In general, we needed an

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2 agreement between the contracting entity
3 and the company which Zwi had designated as
4 the one to receive commissions. So the
5 contracts themselves were the documents
6 necessary to process the agreement between
7 Keppel and Zwi.

8 So in order to make the payments
9 legitimate in the sense that they were
10 supported by contracts, the contracts were
11 needed to, I guess, prove that there was a
12 commitment made.

13 Does that answer your question?

14 Q. Let me ask this question.

15 This contract, which is
16 Plaintiffs' Exhibit 25, was an important
17 part of the bribery scheme, right, sir?

18 MR. MEISTER: Can we just pull up
19 the Exhibit 25. Okay. We have it.

20 A. Your question again, I am sorry.

21 BY MR. GOLDMAN:

22 Q. This contract, Exhibit 25, which
23 is between Fernvale and Eagle do Brasil
24 dated as of November 30, 2011 relating to
25 Sete Brasil and commissions to be paid

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2 relating to that project, was an important
3 part of the bribery scheme, right, sir?

4 A. It was needed to pay Zwi from our
5 company. Without those payments, I guess
6 he couldn't take care of who he was
7 supposed to take care of.

8 Q. Well, you testified earlier today
9 and you stated in your guilty plea that, "I
10 knew the contracts existed to make the
11 payments legitimate and that they were an
12 important part of the bribery scheme."

13 So my question is: This contract
14 that you executed on behalf of Fernvale
15 with Eagle do Brasil was an important part
16 of the bribery scheme, correct, sir?

17 A. It documented the obligation to
18 pay Zwi which puts money in Zwi's hand for
19 him to take care of whoever he wanted to
20 take care of. In that sense, yes. Without
21 that agreement we couldn't pay him and he
22 couldn't do whatever he had to do with
23 those funds.

24 Q. Including pay --

25 A. Sorry.

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C E R T I F I C A T E

STATE OF NEW YORK)

) ss.:

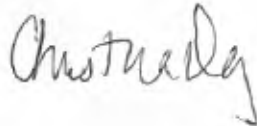
COUNTY OF NEW YORK)

I, Christina Diaz, a Certified
Realtime Captioner, Registered Merit
Reporter and Certified Realtime Reporter and
Notary Public within and for the State of
New York, do hereby certify:

That JEFFREY CHOW, the witness whose
deposition is hereinbefore set forth, was
duly remotely sworn by me and that such
deposition is a true record of the testimony
given by such witness on June 24, 2021.

I further certify that I am not
related to any of the parties to this action
by blood or marriage and that I am in no way
interested in the outcome of this matter.

Dated: June 25, 2021



CHRISTINA DIAZ

NCRA Certified Realtime Captioner

NCRA Certified Realtime Reporter

NCRA Registered Merit Reporter

NYS Certified Shorthand Reporter